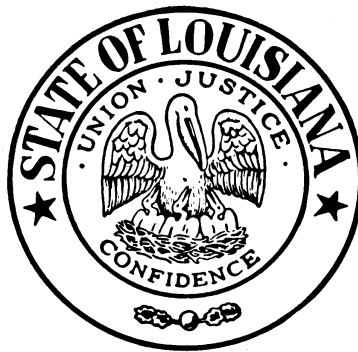


# **REQUEST FOR PROPOSAL**

**Career and Technical Education (CATE)  
WEB-BASED DATA MANAGEMENT SYSTEM  
For The  
Louisiana Department of Education**



**File Number: Q 27520 VP**

**Solicitation Number: 2235428**

**Proposal Opening Date: August 11, 2009**

**Proposal Opening Time: 10:00 A.M. (CT)**

**State of Louisiana  
Office of State Purchasing**

**(July 7, 2009)**

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# **REQUEST FOR PROPOSAL FOR Career and Technical Education (CATE) WEB-BASED DATA MANAGEMENT SYSTEM**

## **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

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### **1.1 Background**

The goal of the Office of Career and Technical Education is to build the capacity of the Career and Technical Education (CATE) system to provide customer-centered educational services while improving student performance as part of accountability. To meet the requirements of interagency reporting of student outcome factors and the National Reporting System, a user-friendly, web-based, comprehensive data collection and management system is needed for use by service providers and Department of Education employees, who analyze the data.

#### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing a web-based data collection and management program to capture all core indicators mandated for Career and Technical Education and to meet the data collection requirements which are required by the State Department of Education. The Career and Technical Education Web-based Data Management System will be hosted by the Contractor. All hardware including servers, disk storage, backup and recovery services, and high speed internet connection with SSL encryption is to be provided by the Contractor for the term of this contract.

Note that LDE is moving towards a consolidated longitudinal data repository (LDR) that will be used by state, local, and federal policy makers and service providers to analyze relationships between various educational factors and student performance over time. It is the preference of LDE that all data be housed on the State of Louisiana's data center; however, for this system, since the data is going to be hosted offsite then scheduled and automated data exports must be submitted via FTP to a given LDE data site. The contractor will work with LDE programming staff to establish format and frequency of the exports.

#### **1.1.2 Goals and Objectives**

The Louisiana Department of Education (LDE) desires to obtain a turnkey software application which is a remotely-hosted, web based, Internet-accessible, statewide software application program functionally identical to one which we are currently utilizing for the collection, aggregation, analysis, and reporting of Career and Technical Education program offerings and activities. The proposed solution must be a fully integrated, remotely hosted, Internet-based software application, which can help the State and the school districts.

## 1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes desirable
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. LDE – Louisiana Department of Education
- J. CATE – Career and Technical Education
- K. LDR – Longitudinal Data Repository
- L. C&T – Career and Technical

## 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	July 7, 2009	
2. Deadline to receive written inquiries	July 21, 2009	
3. Deadline to answer written inquiries	July 28, 2009	
4. Proposal Opening Date (deadline for submitting proposals)	August 11, 2009	10:00 A.M.
5. Oral discussions with proposers, if applicable	To be scheduled	
6. Notice of Intent to Award to be mailed	To be scheduled	
7. Contract Initiation	To be scheduled	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

#### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X     **Proposal Name: Career and Technical Education (CATE) Web-Based Data Management System**
- X     **File Number: Q 27520 VP, Solicitation Number: 2235428**
- X     **Proposal Opening Date: August 11, 2009, 10:00 A.M. (CT)**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Purchasing  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

## 1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

The cover letter should also

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with Attachment I-Cost Proposal. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

### **1.5.1 Number of Response**

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to



indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

NOT REQUIRED FOR THIS RFP.

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (\*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation or the specification contained therein has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

\* Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing  
Attention: Lisa Sanchez  
P. O. Box 94095  
Baton Rouge, LA 70804-9095  
E-Mail: [lisa.sanchez@la.gov](mailto:lisa.sanchez@la.gov)

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802  
Phone: (225) 342-8028  
Fax: (225) 342-8688

## **1.8 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

## **1.9 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP

## **1.10 Performance Bond**

NOT REQUIRED FOR THIS RFP

## **1.11 Changes, Addenda, Withdrawals**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant

proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### **1.12 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the agency soliciting proposals.

#### **1.13 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

#### **1.14 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

#### **1.16 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

#### **1.17 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

#### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.19 Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.21 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.22 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

#### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

#### **1.25 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

#### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

#### **1.27 Contract Award and Execution**

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

#### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the Director of State Purchasing, within fourteen days of the award/intent to award.

#### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225) 342-8028 or E-mail to [lisa.sanchez@la.gov](mailto:lisa.sanchez@la.gov)

#### **1.30 Insurance Requirements**

NOT REQUIRED FOR THIS RFP

#### **1.31 Subcontractor Insurance**

NOT REQUIRED FOR THIS RFP

#### **1.32 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or

subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.33 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP

### **1.34 Payment for Services**

The Office of Career and Technical Education shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment I. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.35 Termination**

**1.35.1 TERMINATION OF THE CONTRACT FOR CAUSE** – The State may terminate the contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its' option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**1.35.2 TERMINATION OF THE CONTRACT FOR CONVENIENCE** – The State may terminate the contract at any time by giving thirty (30) days written notice to the contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.35.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS** - The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.



### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

### **1.37 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.38 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Education, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.40 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

### **1.41 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### **1.42 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.44 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

#### **1.47 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

#### **1.48 Warranties**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the contract.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: **THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **1.49 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **1.50 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **1.51 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **1.52 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **1.53 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

#### **Overview**

The Career Options Law, Act 1124 of 1997, established the foundation for career awareness and career-focused education offerings in the Louisiana public schools. By recognizing the importance of career awareness and career planning in the early stages of a student's education, this law required that the student guidance process begin as early as middle school in grades 6-8. Specifically, it required that each middle school student be given the opportunity to participate in at least six career awareness activities each year, with the culmination of these activities resulting in the development of a flexible, 5-year Education Plan. It has been the intent of this law that, while pursuing the required scholastic studies, the students must also be actively engaged in relevant and meaningful learning processes, with a clear focus on the areas most suitable to their talents and interests. More specifically, the primary objective of this law has been to train and graduate students who will not only possess the required knowledge in the core academic courses such as mathematics, English, science, and social studies, but will also clearly understand the importance of educational/career planning and have knowledge of career options, opportunities, and limitations as they prepare themselves for the future.

The Louisiana Act 1124 coupled with Carl Perkins Act of 2006, has been the impetus for the State of Louisiana to acquire a robust, student-level data collection instrument for the collection, analysis, and reporting of Career and Technical (C&T) activities within the State of Louisiana. For this purpose, it needs to collect specific career and technical education program activity data on over 180,000 students from close to 450 schools with grade 9-12 to include the following information:

- ♦ Student participation in industry-based and locally-designed certification programs and receipt of such certificates;
- ♦ Student participation in work-based learning and school-based enterprise programs;
- ♦ Identification of student areas of concentration in C&T programs/majors and their status as participant, concentrator and/or completer;
- ♦ Student participation in articulated and dual-enrollment courses; and
- ♦ Student graduation, college enrollment, and job placement data.

Furthermore, it also needs data on over 153,000 students from 370 schools with grades 6-8 examining their completion of required C&T awareness activities, completion of 5-year education plan, and the establishment of a student portfolio.

For fulfilling its mission, the office of Career and Technical Education of the Louisiana Department of Education is looking for a comprehensive, browser-based C&T data collection, aggregation, and reporting software to meet its requirements as identified in the section below.

#### **Tasks and Services**

The proposed solution is to design, develop, host, and maintain a turnkey software application which is a remotely-hosted, web based, Internet-accessible, statewide software application program functionally identical to one which we are currently utilizing for the collection, aggregation, analysis, and reporting of Career and Technical Education program offerings and

activities. The proposed solution must be a fully integrated, remotely hosted, Internet-based software application, which can help the State and the school districts in three important ways:

1. Functioning as a collection and repository medium for required longitudinal data for activities related to Career and Technical Education program offerings at public schools;
2. Functioning as a decision support tool helping the state and the school districts monitor and analyze educational progress leading to informed policy making decisions; and
3. With its extensive data aggregation and reporting features, it can help the Department to effectively meet its legislative and federal compliance reporting requirements.

The anticipated outcome of the project could be summarized as follows:

- Total integration with the existing LDE data collection systems such as the Student Information System (SIS), Student Transcript System (STS), and testing data (LEAP, GEE, and Iowa) complementing the existing data collection systems.
- Data collection and matching at the student-level and thus resolving a major problem caused by unmatched and inconsistent data.
- Gaining drastic data quality and comparability improvement through the establishment of uniform data definition and enforcement of such definition through the usage of one system statewide.
- Measurably reducing the workload of school and district Career and Technical Education administrators and counselors by eliminating duplication of data collection efforts as well as the need for various data aggregation requirements prior to data submission.
- Ability to perform analysis on clean data in order to monitor, measure, and assess the effectiveness of Career and Technical Education programs offered at public schools.

#### **For Year 1 (August 1, 2009 through June 30, 2010)**

The initial licensing fee will cover the design, development, and hosting of the software and databases for year 1 (August 1, 2009 through June 30, 2010). The initial licensing fee for the first year will include the one-time costs associated with the design and development of the software to meet the new reporting requirements for the Carl Perkins' Consolidated Annual Reports (CAR), programming to accommodate for partial and complete IBC certification data collection and reporting requirements, inclusion of a centralized messaging center to the software enabling state and district-level administrators to send broadcast messages to their perspective users, collection of data elements related to work-based learning programs and reports, collection of data for student enrollment in the articulated and dual-enrollment courses as well as the creation of data monitoring and status checking facilities to help the users with their data entry efforts. The initial licensing fee will also include the following on-going services:

1. Total professional software management and maintenance including secure hosting of all programs and databases.
2. The authorized users (users granted access to the Software), as determined and certified by the LDE, will have access to free technical support via telephone and e-mail from 9-5 Mondays through Fridays.

4. The program will also list career options, maintain 5 year plans, list program offerings, maintain student and parent surveys, and develop student profiles.

3. The Successful contractor must provide up to two full days of hands-on software training for the LDE Career and Technical staff.

4. The Software database will be pre-loaded with various, finalized, and certified student-level data that have been and will be provided by the LDE. Such pre-loading of data will include student-level data from various LDE's databases such as Student Information System (SIS), Student Transcript System (STS), First-time Freshmen (FTF), and the testing databases (LEAP21, GEE, iLEAP, and The Iowa). For the high school students in grades 9-12, the successful contractor will add the required testing and transcript data to cover the earlier high school years for transcript data and earlier middle and elementary school years for the state-administered testing data. Such data will be used in the development of student Career and Technical Education Profile.

5. With direct assistance and involvement from the LDE, the successful contractor will request to receive employment data from the Louisiana Workforce Commission and the US Military and for the students graduated during the prior year. Once obtained, such data will be added to the database and then utilized in various required reporting functions.

6. The successful contractor will pre-load the software database with the LDE-approved career clusters and areas of concentration, primary/related courses, state and federal industry-based certification definitions and requirements as well as locally-approved skills certification requirements.

7. The LDE will approve and certify state, district and school-level users to have access to the software through its designated Security Coordinators at the state and district levels. Specifically, such designated Security Coordinators will grant authorized users access to the software by issuing secure individualized Login ID and Password. The LDE will be fully responsible for maintaining the listing of authorized software users and managing their access to the software.

8. Once all data entry activities have been completed, the successful contractor, with concurrence from the LDE, will close the software for additional data entry and will begin the process of developing the finalized reports. This software cannot pose any imaginable risk to the organization's critical success factors but rather should directly contribute to the successful achievement of those critical success factors.

- Cost overruns – Low probability – This would be a fixed-priced package solution
- Development schedule overruns – Only proposers who can develop within the required timeframe will be considered.
- Software Reliability – There are fully tested solutions available on the market.
- Users' insufficient Functional Training –successful contractor will provide programmatic and data trainings to the district staff on what needs to be collected and how it must be collected. CTE staff will provide update and new user trainings each year.
- Users' insufficient Technical Training – We have combined the software training and data entry functions to provide a true hands-on training using real data with experts present to help resolve any questions or problems as they arise.

- Capacity and Technology Limitations –Successful contractor will ensure this will be a Non-issue with the platform and the size and power of the server.

9. Once, the STS and SIS data are finalized (August 2009 for the 2008-09 school year), the successful contractor will update the software databases with such finalized and certified data as received from the LDE. The software must then calculate all student C&T status and various completion rates and develop all required reports based on LDE-approved specifications. All finalized C&T reports will then become available to the LDE, school districts, and the individual schools. For 2008-09, the software will generate about 10,000 official, fully-formatted PDF reports available to schools, districts and the state.

10. And finally, working with the LDE in review and analysis of the collected data, the successful contractor will help in the development of final summary reports with analytical charts and graphs together with findings and conclusions which will be presented for LDE's review and final approval.

**For Years 2 and 3 (July 1, 2010 thru July 30, 2012):**

Starting from, July 1, 2010, the required technical support and software hosting will become part of an on-going software maintenance agreement. The specific technical support and hosting services for year 2 and the year 3 (with no requirements for major software enhancements) will include the following:

1. Total professional software management and maintenance including secure hosting of all programs and databases.
2. The authorized users (users granted access to the Career and Technical Education Software) will have access to free technical support via telephone and e-mail from 9-5 Mondays through Fridays.
3. The successful contractor will provide up to two full days of hands-on software training for the LDE Career and Technical staff.
4. The Career and Technical Education Software database will be pre-loaded with various finalized and certified student-level data that have been provided by the LDE. Such pre-loading of data will include student-level data from various LDE's databases such as Student Information System (SIS), Student Transcript System (STS), First-time Freshmen (FTF), and the testing databases (LEAP21, GEE, iLEAP, and The Iowa). All prior years' data will be carried forward for the existing students.
5. With direct assistance and involvement from the LDE, we will request to receive employment data from the Louisiana Workforce Commission and the US Military and for the students graduated in May 2009 for year 2 and May 2010 for year 3. Once obtained, such data will be added to the database and then utilized in various required reporting functions.
6. The successful contractor will pre-load the software database with the LDE-approved career clusters and areas of concentration, primary/related courses, state and federal industry-based certification definitions and requirements as well as locally-approved skills certification requirements.

7. Once all data entry activities have been completed, the successful contractor, with concurrence from the LDE, will close the software for additional data entry and will begin the process of developing the finalized reports.

8. Once the STS and SIS data are finalized (August 2010 for year 2 and August 2011 for year 3), the successful contractor will update the software databases with such finalized and certified data as received from the LDE. The software will then calculate all student C&T status and various completion rates and develop all required reports based on LDE-approved specifications. All finalized C&T reports will then become available to the LDE, school districts, and the individual schools. For each year, the software will generate over 10,000 official, fully-formatted PDF reports available to schools, districts and the state.

9. And finally, working with the LDE in review and analysis of the collected data, the successful contractor will help in the development of final summary reports with analytical charts and graphs together with findings and conclusions which will be presented for LDE's review and final approval.

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about August 1, 2009 through June 30, 2012.

## **2.3 Price Schedule**

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Attachment I. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

## **2.4 Deliverables**

The web-based data management program will meet the following requirements:

This system will provide the State of Louisiana with a consistent, detailed, and accurate method to collect and aggregate required data, and report on all Career and Technical Education activities. It will also provide a mechanism for the school counselors to assess and determine individual student progress connecting their academic performance with involvement in various Career and Technical Education activities. Specifically, the system will meet the data collection and reporting requirements for the following areas:

- Career Options data as required by Act 1124
- Student 5-year educational planning and involvement in an area of area of concentration
- Pre-GED Option/Skill Certification data
- School-based Enterprise and Work-based Learning program data
- High school diploma endorsement information required for graduation
- Student participation in dual, concurrent, and articulation course enrollment
- Core indicator subgroup data as required by federally-mandated Carl Perkins Act



## **2.5 Location**

The Career and Technical Education Web-based Data Management System will be hosted by the Contractor. All hardware including servers, disk storage, backup and recovery services, and high speed internet connection with SSL encryption is to be provided by the Contractor for the term of this contract.

Note that LDE is moving towards a consolidated longitudinal data repository (LDR) that will be used by state, local, and federal policy makers and service providers to analyze relationships between various educational factors and student performance over time. It is the preference of LDE that all data be housed on the State of Louisiana's data center; however, for this system, since the data is going to be hosted offsite then scheduled and automated data exports must be submitted via FTP to a given LDE data site. The contractor will work with LDE programming staff to establish format and frequency of the exports.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Proposal shall include prices per the following and the schedule furnished in Attachment I, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

1. Provide the total cost for services, inclusive of travel and all project expenses as outlined in Attachment I. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out-of-state travel will be subject to prior approval by the Secretary of the agency or his/her designee.
2. For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.

### **2.6.2 Technical and Functional Requirements**

The Proposal shall include information in the format as given below:

#### **Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

## Corporate Background and Experience

The Proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

Proposer should complete the following information:

Company name	Size of work force	Number of years in I.T. business/consulting	Locations in Louisiana

## Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

Employee Name	Years with Project Management	Exp. I.T. with MS/ASP.Net Development	Years with MS/SQL Server Development	Exp. with MS/Visual Studio Web Development	Years with MS/SQL Reporting Services Development
Empl. #1					
Empl. #2					
Empl. #3					
Empl. #4					
Empl. #5					
Empl. #6					
Empl. #7					
Etc...					

## Approach and Methodology

- Proposer's understanding of the nature of the project and how his/her proposal will best meet the needs of the state agency.
- Proposer should define his/her functional approach in providing the services.
- Proposer should define his/her functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.
- Proposer should define his/her functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions.
- Proposer should define his/her approach implementing this system within the State agency's infrastructure and identifying issues that would prevent or impair implementation or operation across Louisiana state government's heterogeneous environment.
- Proposer should define his/her strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self sufficient after implementation.
- Proposer should define his/her approach for defining system and data security.
- Proposer should identify areas of project risk and procedures to mitigate these risks.
- Proposer should define the methodology to be utilized for system design.
- Proposer should explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc.)

## Small Entrepreneurship (Hudson Initiative) Program

- Other Desirable Requirements: This procurement has been designated as suitable for small entrepreneurship participation. The State of Louisiana's Small Entrepreneurship (Hudson Initiative) Program, is designed to provide additional opportunities for Louisiana-based small entrepreneurs (sometimes referred to as SE's) to participate in contracting and procurement with the state. A certified small entrepreneurship is one that has been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://www.ledsmallbiz.com/seinformation.htm>.
- Proposers are encouraged to use small entrepreneurs where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified SE or who have made a good faith effort to use one or more SE's as subcontractors.
- Written notification to certified small entrepreneurs is the preferred method to inform certified SE's of potential subcontracting opportunities. A current list of small entrepreneurs, which have been certified by the Louisiana Department of Economic Development, may be accessed from the State of Louisiana Procurement and Contract Network (LaPAC) by clicking "Search for Registered Vendors" at <http://www.prd.doe.louisiana.gov/osp/lapac/vendor/srchven.asp>.
- You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smaller". Copies of notification to at least three (or more) certified SE's will satisfy the notification requirements. Notification must be provided to the certified SE's by the proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and

specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

- Proposers that plan to use certified SE's should include in their proposal the names of their certified SE subcontractor(s), a description of the work each will perform, and the dollar value of each proposed certified SE subcontract. If a certified SE was not selected, the proposer should provide written justification of the selection process.
- Proposers that plan to use certified SE's should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.
- In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.
- Contractors will be required to report small entrepreneurship subcontractor or distributor participation and the dollar amount of each. The statutes (R.S 39:2001 *et. seq.*) and rules (LAC 19:VIII.Chapters 11 and 13) concerning this program may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265> and <http://www.doa.louisiana.gov/osp/SE/rule.pdf> respectively. The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

## **Technical**

This software program must utilize the Microsoft ".Net" applications development platform (MS/Windows, Visual Studio and MS/SQL Server). This would be an Internet-accessible, browser-based, remotely-hosted software solution with one integrated, central data repository allowing real-time data entry, data editing, and access to the system from any PC with supported browsers. The relational central database would reside on a secured dedicated database server providing real-time 24/7 access for all users. Each user would be assigned a unique user-ID and password following the established rules by the Louisiana Department of Education (LDE) to protect the integrity of the data inputted or accessed.

## **Functional Requirements**

The primary objective of this project is to develop, host, and maintain an integrated, web browser-based, student-level data collection system to be used by all school public schools (with grades 6-12) to collect and submit the various needed data for the Louisiana Career Options Law (Act 1124) as well as for the various federally-mandated and funded Career and Technical Education programs. This system will provide the State of Louisiana with a consistent, detailed, and accurate method to collect and aggregate required data, and report on all Career and Technical Education activities. It will also provide a mechanism for the school counselors to assess and determine individual student progress connecting their academic performance with involvement in various Career and Technical Education activities. Specifically, the system will meet the data collection and reporting requirements for the following areas:

- Career Options data as required by Act 1124
- Student 5-year educational planning and involvement in an area of concentration
- Pre-GED Option/Skill Certification data
- School-based Enterprise and Work-based Learning program data

- High school diploma endorsement information required for graduation
- Student participation in dual, concurrent, and articulation course enrollment
- Core indicator subgroup data as required by federally-mandated Carl Perkins Act

## **PART III EVALUATION**

The following criteria in Attachment I will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.1 Financial Proposal (Value of 50 pts.)**

The following financial criteria will be evaluated in accordance with Attachment I:

Prices proposed by the Proposers should be submitted on the price schedule furnished in Attachment I. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's base cost score will be based on the cost information provided in Attachment I and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 50)$$

Where:            BCS = Computed cost score (points) for proposer being evaluated  
                      LPC = Lowest proposed cost of all proposers  
                      PC = Total cost of proposer being evaluated

Note: The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

### **3.2 Technical Proposal (Value of 50 Points)**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- **Company Background, Experience, and Staff Qualifications-20 points**
- **Approach and Methodology-20 points**
- **Use of a Small Entrepreneurship-10 points**

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements and Measurements**

A turnkey software application will be delivered that is a contractor-hosted, web based, Internet accessible to all school districts in Louisiana, and that is functionally identical to the system in use by LDE today for collection, aggregation, analysis, and reporting of Career & Technical Education program offerings and activities.

The database will be pre-loaded with finalized and certified student-level data from various LDE databases such as Student Information System, Student Transcript, First Time freshmen, and testing databases (LEAP21, GEE, iLEAP, Iowa).

No data will be corrupted as a result of loading the legacy data into the CATE system.

The contractor will deliver all tasks identified in the Scope of Work and Functional Requirements.

The delivered system will meet all the requirements identified in the Scope of Work and Deliverables.

### **4.2 Performance Measurement/Evaluation**

Compliance to the RFP specifications will be verified during the Implementation Phase of the project. The timeframe for acceptance will be 30 days from successful implementation.

Data integrity will be validated by comparing the information in the existing LDE CATE system with the proposed system.

Reports will be compared to the existing LDE CATE system to verify accuracy.

## **ATTACHMENT I**

### **COST PROPOSAL**

---

#### **PART I - BUSINESS ARRANGEMENT**

The Department will consider various options by which the Proposer may bill and invoice for services rendered. The Proposer should propose in this section a specific business arrangement for invoicing of services rendered. The proposed arrangement must be tied to services rendered and be auditable. In addition to describing the proposed business arrangement, the Proposer may complete Part II below to detail the invoice.

#### **PART II - RATE STRUCTURE**

The Proposer must specify in detail the cost breakdown for the envisioned phases of the Career and Technical Education Web-based Data Management System. Factors should be itemized if optional features and enhancements are available.

##### **A. Functional Specification Phase.**

List the cost to conduct a detailed analysis resulting in a functional specification document based on needs requirements, design a detailed data model, and provide a basis from which to begin detailed system design and development.

##### **B. Design and Development Phase (for full implementation)**

List total cost for a working data model, screen prototypes, documented code, report layouts, and test scripts for all modules. Include the cost of any software products to be supplied by Proposer, which is associated with the implementation of the proposed solution. All software referenced in the proposal must be shown in the cost statement, whatever the cost. List all charges for software installation. All software installation is to be accomplished by the Proposer on hardware hosted by the proposer.

##### **C. Training**

The Proposer shall provide a detailed list of training based outlined in the scope of services for local Career and Technical education staff, state information technology staff and field level Career and Technical education staff. The list must contain the names of the classes, a description of the classes and the maximum number of students that shall attend without additional cost to the Department. The Proposer shall also include, as a separate cost item, the cost per student for additional students to be enrolled in each class. Training charges must reflect the cost for on-site training to be held regionally in Louisiana. It is the intent of the Department to require the Proposer to train all personnel who will be responsible for use of the system

##### **D. Implementation and Hosting Phase**

List the cost for full implementation of the Career and Technical Education Web-based Data Management System so that it will be fully operational. These costs must include the costs of all of the software, plus the costs of all server/network hardware to host the system by the



Proposer, plus the cost of hosting the application, including high speed broadband Internet connection, plus the costs to provide daily backup of the application and databases, and the recovery of the server / databases should a catastrophic failure occur.

**E. Maintenance Phase**

List the annual cost to provide maintenance of the software product after acceptance is given by the State. Maintenance must include the costs to repair software bugs (break/fix), performance issues (slow response time on the server-side or the Proposer's Internet connection), hardware additions or upgrades (disk space, server upgrades) necessary to support normal growth in the application, etc.

**F. Help Desk Phase**

List the cost to develop and host a "Help Desk" function beginning during the implementation phase and extending for 3 years to assist users to solve problems either of a programmatic or technical nature.

**G. Other Costs**

List (and explain) any other costs associated to this RFP not itemized above, but which may be necessary for the successful implementation of this project. List the cost for travel here. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out-of-state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.

Finally, a summary line below showing the total 3 year project cost is required to be completed by the proposer.

<b>PROJECT PHASES</b>	<b>YEAR 1 COSTS</b>	<b>YEAR 2 COSTS</b>	<b>YEAR 3 COSTS</b>
<b>Functional Specification Cost</b>		N/A	N/A
<b>Design and Development Cost</b>		N/A	N/A
<b>Training Cost</b>		N/A	N/A
<b>Implementation and Hosting Cost</b>			
<b>Maintenance Cost</b>			
<b>Help Desk Cost</b>			
<b>Other Costs if any (describe)</b>			
<b><i>TOTAL YEARLY COSTS</i></b>			

**TOTAL COSTS FOR 3 YEARS:** \_\_\_\_\_

**ATTACHMENT II**  
**SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
(or solicitation #)

**CONTRACT**

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director's signature on this document, the Department of Education (hereinafter sometimes referred to as "State") and \_\_\_\_\_ (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

**SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

**CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

**PAYMENT TERMS**

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

**DELIVERABLES**

Contractor will deliver the service(s) as described below

## **TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

## **TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

## **OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

## **USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

## INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct**

**damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **INSURANCE**

NOT REQUIRED FOR THIS RFP

## **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

## **SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **CONFIDENTIALITY**

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order

to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

## **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than June 30, 2012, unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the option, upon acceptance by the Contractor, to extend for no more than three (3) years.

## **COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

## **ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.



THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN  
WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN  
WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:

\_\_\_\_\_  
\* Deputy Superintendent for  
Management and Finance

\_\_\_\_\_  
\* Deputy Superintendent of Education

\_\_\_\_\_  
\* State Superintendent of Education

\_\_\_\_\_  
\* President, State Board of  
Elementary and Secondary Education

Approved by:

\_\_\_\_\_  
Director of State Purchasing

Date: \_\_\_\_\_

**ATTACHMENT III****LOUISIANA STATE DEPARTMENT OF EDUCATION****PROFESSIONAL SERVICES BILLING FORM**

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**Approved Contract Total** \_\_\_\_\_ **Contract Dates** \_\_\_\_\_**Services Performed** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**COST ITEMIZATION**

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**Unique Invoice Number** \_\_\_\_\_ **Final Bill** **YES** **NO**  
(Please Circle)**Dates of Services Billed** \_\_\_\_\_**Amount Requested** \_\_\_\_\_**\*Travel Requested** \_\_\_\_\_ **\*Attach the Travel Expense Account Form and Receipts.****Total Amount Requested** \_\_\_\_\_

I, the Undersigned, hereby certify that the above services have been performed; that all documents have been prepared as specified; that this claim is a true and correct claim for necessary expenses incurred by me; and that no payment has been received by me for the billed period.

\_\_\_\_\_  
**Contractor's Name (Typed or Printed)**\_\_\_\_\_  
**Tax I.D. or Social Security Number**\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Address**\_\_\_\_\_  
**City**\_\_\_\_\_  
**State**\_\_\_\_\_  
**Zip Code****Office Use Only**

I confirm that the above named consultant has satisfactorily fulfilled the approved contract service provisions.

**APPROVED:**\_\_\_\_\_  
**Negotiating Program Person**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Division Director**\_\_\_\_\_  
**Date****\*\* SUBMIT AN ORIGINAL AND ONE COPY. \*\*****FOR STATE USE ONLY****Acct. Period** \_\_\_\_\_ **Schedule Pay Date** \_\_\_\_\_ **Single CK** \_\_\_\_\_**Agcy.** \_\_\_\_\_ **Org.** \_\_\_\_\_ **Object** \_\_\_\_\_ **Sub. Object** \_\_\_\_\_ **Rept. Cat.** \_\_\_\_\_**Prepared By** \_\_\_\_\_ **Approved By** \_\_\_\_\_**Check #** \_\_\_\_\_ **Date** \_\_\_\_\_